

IN THE COURT OF COMMON PLEAS IN THE STATE OF DELAWARE
IN AND FOR KENT COUNTY

Steven T. Reuter and Sherry Reuter, d/b/a A-1 Construction & Power Washing)	C.A. No. CPU5-09-000587
)	
Defendants-Below,)	
Appellants,)	
v.)	
)	
Roy Jefferson and Kimberly Jefferson)	
)	
Plaintiffs-Below)	
Appellees.)	

May 28, 2010

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DECISION AFTER TRIAL

Defendants-Below/Appellants, Steven T. Reuter and Sherry Reuter, both doing business as A-1 Construction and Power Washing ("A-1," collectively "Defendants"), have filed a civil appeal with this Court for a trial *de novo* from a final order of the Justice of the Peace Court. Plaintiffs-Below/Appellees, Roy Jefferson and Kimberly Jefferson ("Plaintiffs"), contend that Defendants breached a contract to remodel their basement when they walked off the job. Defendants maintain that they did not breach the contract, but, instead were fired by Plaintiff Roy Jefferson. Following trial on this matter, the Court finds for Plaintiffs in the amount of \$1,895.16, which is the amount they paid

above the contract price to have their basement finished. Defendants are to pay court costs.

FACTS

On April 18, 2008, the plaintiffs entered into a contract with the defendants whereby the defendants would remodel the plaintiffs' basement for a total sum of \$26,673.00. In pertinent part, the contract provided that the defendants would install a suspended ceiling, a full tiled bathroom with shower, and a bar with four stool seats. Additionally, the contract provided that the plaintiffs were permitted allowances on materials of \$3,800.00 for carpet and \$2,000.00 for a bar. The total price of the contract was intended to cover all of the labor costs to complete the basement, including the installation of the carpet and the bar, pursuant to a plan agreed to by the parties to the contract. The contract was signed by Defendant Steven Reuter on behalf of A-1, and by Plaintiff Roy Jefferson on behalf of himself and his wife, Plaintiff Kimberly Jefferson.¹

The defendants commenced the basement remodeling project for the plaintiffs as scheduled, and, at first, everything appeared to be progressing smoothly. At times, there were some disagreements as to how the defendants were performing the contract; however, most of these issues were resolved fairly quickly and without added expense. The plaintiffs requested upgrades on certain items, including cherry wood which was to be installed on the bar, and wood floors instead of carpeting. The extra cost associated with these two upgrades was \$1,800.00 for the installation of the wood floor and \$525.00 for the cherry wood, totaling \$2,325.00.

During the first week of August 2008, Plaintiff Roy Jefferson contacted Defendant Steven Reuter to find out when the project would be completed. An argument

¹ A-1 is a business that is not incorporated and is not a Limited Liability Company. Additionally, it is not registered as a fictitious trade name with the Prothonotary's office. The defendants contend that Defendant Sherry Reuter is the sole owner of A-1. However, after considering the evidence provided at trial, the Court is convinced that both defendants, Steven and Sherry Reuter, own and control the business and trade under that name. While Defendant Sherry Reuter is projected as the owner of the business and contributes to the office side of it, Defendant Steven Reuter has substantial control of A-1. He prepares all of the estimates, signs the contracts on behalf of the business, and either performs or oversees the construction projects themselves.

ensued, and the defendants walked off the job.² The plaintiffs had paid the defendants a total of \$19,906.00, excluding permit fees, up to that point. The plaintiffs paid out an additional \$10,987.16 to complete the project that the defendants were hired to do under the contract, the last payment for which appears to have been made on or about December 6, 2008.³

DISCUSSION

The Court finds that the defendants breached the contract when they walked off the job, which leaves the issue of damages. When deciding the amount of damages in a breach of contract case, courts traditionally determine “the reasonable expectation of the parties or the amount that would put the non-breaching party in the same position as if performance on the contract had occurred.” *Klehr, Harrison, Harvey, Bransburg & Ellers, LLP v. Mosaica Educ., Inc.*, 2009 WL 5177144, at *3 (Del. Super.). Therefore, the breaching party must compensate the non-breaching party for the “reasonable expectation of the value of the breached contract, and, hence, what the [non-breaching party] lost.” *Duncan v. Theratx, Inc.*, 775 A.2d 1019, 1022 (Del. 2001).

Because they breached the contract, the defendants must compensate the plaintiffs for the amount they paid over the contract price to have their basement remodeled. The plaintiffs expected to spend \$26,673.00 plus \$2,325.00 for the additional cost of upgrades, for a total of \$28,998.00 under the contract. Evidence presented at trial shows that the plaintiffs actually paid a total of \$30,893.16 to have the basement remodeled, which is \$1,895.16 more than they were to pay the defendants. Therefore, the Court finds that defendants must compensate the plaintiffs for this additional amount, to put the plaintiffs in the same position as if the contract had not been breached.

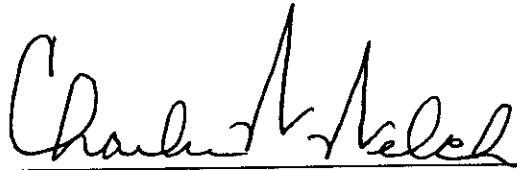
² Defendants claim that Plaintiff Roy Jefferson fired them during the conversation, telling Defendant Steven Reuter not to return to the property. However, the Court finds the testimony of Plaintiff Roy Jefferson more credible in this regard, as work continued on the project for a few more days before the defendants stopped all work.

³ The total cost to complete the project as calculated in this opinion includes only the work that was to be performed under the contract.

CONCLUSION

As a result of the Court's finding of fact, which is based upon the entire record, including all direct and circumstantial evidence and all the references therefrom, and the Court's above-referenced conclusions of law, the Court finds in favor of Plaintiffs in the amount of \$1,895.16, plus court costs and interest at the legal rate from December 6, 2008.

IT IS SO ORDERED this 28th day of MAY, 2010.

A handwritten signature in black ink, appearing to read "Charles W. Welch", written over a horizontal line.

CHARLES W. WELCH
JUDGE